

1 BILL NO. S-90-06- 22

2 SPECIAL ORDINANCE NO. S- 151-90

3 AN ORDINANCE approving the awarding of
4 Reference #OFLP206 by the City of Fort
5 Wayne, Indiana, by and through its
6 Department of Purchasing and GE INDUSTRY
7 SALES for the Water Filtration Plant.

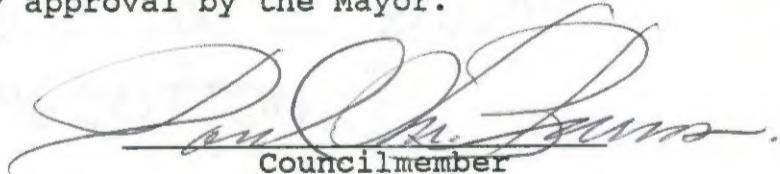
8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA;

10 SECTION 1. That Reference #OFLP206 between the City of
11 Fort Wayne, by and through its Department of Purchasing and
12 GE INDUSTRY SALES for the Water Filtration Plant,
13 respectfully for:

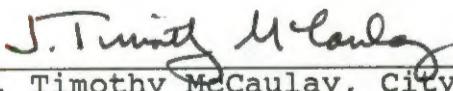
14 the purchase of material and labor to
15 appraisal test Plant No. 3, G.E. double
16 ended substation, transformers, and
17 medium voltage switches for the Water
18 Filtration Plant (part of 1990 CIP, item
19 #24, electrical upgrade).

20 involving a total cost of Nineteen Thousand Two Hundred
21 Fifty and no/100 Dollars (\$19,250.00), all as more
22 particularly set forth in said Reference #OFLP206 which is
23 on file in the Office of the Department of Purchasing, and
24 is by reference incorporated herein, made a part hereof, and
25 is hereby in all things ratified, confirmed and approved.

26 SECTION 2. That this Ordinance shall be in full force
27 and effect from and after its passage and any and all
28 necessary approval by the Mayor.

29 
30 Councilmember

31 APPROVED AS TO FORM
32 AND LEGALITY

33 
34 J. Timothy McCaulay, City Attorney

REF. NO.: OFLP206
DEPT.: FILTRATION PLANT
DATE: 6/5/90
ITEM/SERV.: APPRAISAL TEST

PURCHASING INFORMATION

ADVERTISED BID: NO

DATES ADVERTISED:

OPENING DATE:

WRITTEN QUOTE: NO

DUE DATE:

VERBAL QUOTE:

SINGLE SOURCE: YES

NO. OF VENDORS NOTIFIED: 1

NO. OF VENDORS RECEIVING BID: 1

NO. OF VENDORS RETURNING BID: 1

NO. OF VENDORS DISQUALIFIED: 0

NO. OF VENDORS NOT RESPONDING: 0

DATE SENT TO DEPT FOR RECOMM.: 5/7/90

DATE RECOMMENDATION REC'D IN PURCH: 6/5/90

COUNCIL INFORMATION DATES SENT EXTENSION DATES

DATE INFO SENT TO LAW DEPT.: 6/5/90

INTRODUCTION DATE: 6/12/90

DISCUSSION DATE: 6/19/90

PASSAGE DATE: 6/26/90

ORDINANCE NO.:

AMOUNT APPROVED AND/OR SPENT
LAST YEAR: (IF APPLICABLE)



April 17, 1990

Mr. Paul Dolde, Chief Electrician
City of Fort Wayne
Three Rivers Filtration Plant
City County Building
One Main Street
Fort Wayne, IN 46801

SUBJECT: QUOTATION TO APPRAISAL TEST PLANT THREE GE DOUBLE ENDED
SUBSTATION, TRANSFORMERS, AND MEDIUM VOLTAGE SWITCHES
OUR PROPOSAL NUMBER 373A0505

Dear Mr. Dolde:

This letter and the attached "Conditions for Sale for Services" GEISS Form 487(CS) constitutes our proposal to appraisal test, clean, perform minor adjustments where necessary, and lubricate the plant three substation. For definition purposes, the substation is defined as:

Two medium voltage SE 100 style switches

Two 750 KVA dry type transformers

Three electrically operated 480 volt circuit breakers

Ten manually operated 480 volt circuit breakers

Breaker cubicles and control cubicles in the 480 volt AKD-6 switchgear, volt and amp meters.

GE ISE WILL PROVIDE THE FOLLOWING:

An experienced field service engineer(s) to perform tests and minor adjustments to the above defined substation.

All test equipment, tools, and cleaning equipment to perform the necessary tests, minor adjustments, and cleaning of the above defined substation.

High voltage megger tests on the cables feeding both 750 KVA transformer switches.

Breakers will be trip checked and the programer calibration verified with the authorized GE "SST" electronic trip tester.

A formal report detailing the test results and recommendations of all work performed within a reasonable period of time after the work is completed.

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Mr. Dolde
373A0505
4/17/90

THE CITY FILTRATION PLANT WILL PROVIDE:

A clean and clutter free environment in the room containing the substation.

120 volt 20 amp AC power available at all times in the switchgear room to facilitate the testing and cleaning of the equipment.

Total (or at least one half) substation outage for the necessary period of time during normal working hours (8AM - 5PM) during week days to allow for complete testing and cleaning of substation equipment and cubicles.

All switching of circuit breakers, medium voltage switches (both GE and other manufacturers) will be done by customer plant people, not GE people.)

Close cooperation with GE people for timely switching of loads in order that the progress of the work is not delayed.

GE ISE will be given the opportunity to review the plant tagging and lock out procedure. GE ISE reserves the right to employ its own tagging and lock out procedure in situations where equipment may be operated by plant people that could endanger GE people as well as those being technically directed by GE people.

Should any equipment be found in a state of needing parts or repair, the situation will be brought to the attention of the plant's Chief Electrician and repairs will only be implemented with his approval including agreement to the additional charges for time and material involved at our normal published rates for labor and our normal mark-up on parts.

All work will be performed on a "straight time" basis of 8AM to 5PM week days excluding holidays during a mutually agreeable time between the plant and GE ISE.

This proposal is valid if accepted in writing in the form of a purchase order received in this office on or before 5/21/90. All work must be completed by 7/27/90.

The price for the work as described above in this proposal is \$18,500 and we are capable of beginning the work as soon as 4/30/90. Please reference this proposal in any of your correspondence as 373A0505.

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Mr. Dolde
373A0505
4/17/90

Invoices will be issued as work is accomplished and payment is to be within 30 days after receipt of invoice. A 1% penalty per month will apply if payment is not received within 30 days of the receipt of invoice.

ADDER # 1

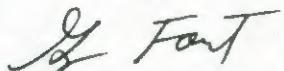
We are aware that the electrically operated tie breaker in the substation has a closing relay which intermittently "hangs up" causing the breaker to fail to close. We are also aware that you have a replacement relay in stock for this breaker.

GE ISE offers this adder to replace the relay and make the necessary adjustments in an attempt to remedy this problem. Our price for this adder is \$750.00 based upon using parts you already have in stock for the breaker.

If further parts are needed for this repair, we will supply the part at our normal mark up. Often parts for this age breaker are not readily in stock. A return visit may be needed to make repairs complete. If the problem with the breaker is found to be more than just the relay, additional labor charges may be necessary to make repairs. These will be brought to the attention of the Plant Chief Electrician and the price for the completed repair will be agreed upon in advance of the work.

We thank you for the opportunity to submit this proposal to meet your needs. We look forward to working with you and your people. If you have any questions or if we can be of further service, please call.

Sincerely,



Greg Foust
Area Engineer

GEF/ow-FLTAPTST.WP



GE Industry Sales & Services

Conditions of Sale for Services

The sale of any service and incidental goods ordered by the Customer is expressly conditioned upon the terms and conditions contained or referred to herein. Any additional or different terms and conditions set forth in the Customer's purchase order or similar communication are objected to and will not be binding upon GE Industry Sales & Services (herein called GE) unless specifically assented to in writing by GE's authorized representative. Authorization by the Customer, whether written or oral, to furnish services and incidental goods will constitute acceptance of these terms and conditions.

1. SERVICE DEFINITIONS

- a. **COMPLETE INSTALLATION / MAINTENANCE / CONSTRUCTION** is any combination of planning, management, labor, tools and incidental goods to move, install, assemble, modify, repair, modernize, start-up and/or maintain equipment.
- b. **FIELD ENGINEERING** is engineering and technical guidance, advice and counsel based upon GE's current engineering, manufacturing, installation and operating practices, as related to work performed by others.
- c. **JOB MANAGEMENT** is any combination of planning, scheduling, monitoring, selection of crews, as specified in the contract documents, but does not include responsibility for supervision of labor or for the quality or acts of craft labor.
- d. **TRAINING** is an instructional course prepared and provided by personnel proficient in the subject matter.
- e. **ENGINEERING STUDY / INSPECTION / TEST** is system design and analysis of equipment or systems by competent, experienced personnel using special techniques, instruments or devices with the objective of reporting opinions or recommendations relating to the current condition and future serviceability of the equipment or system.
- f. **PCB SERVICE** is any combination of relocation, testing, containment, retrofit / refill or retrofit / replacement of PCB material.

2. WARRANTY

- a. GE warrants to the Customer that goods and services sold will be free from defects in material and workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within one year from the date of shipment of the goods or completion of the services, on the condition that GE be promptly notified in writing thereof, GE will correct any such failure by reperforming any defective portion of the services furnished and supplying conforming goods. If the contract covers complete installation, maintenance or construction, GE will correct the failure by reperforming any defective service, and either repairing or replacing (at its option) any defective goods furnished and any damage to the equipment upon which the service was performed resulting from defective service. If reperformance is not practicable, GE will furnish without charge services in an amount essentially equal to those which, in GE's sole judgement, would have been required for reperformance. If the contract covers job management, GE's sole obligation will be to replace the job manager for the balance of the job. If the contract covers training, GE's sole obligation will be to replace the assigned instructor and reperform the training.
- b. The preceding paragraph a. sets forth the exclusive remedy for all claims based on failure of, or defect in, goods or services sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. The foregoing warranty is exclusive and is in lieu of all other warranties whether written, oral, implied or statutory. AS TO ALL GOODS SOLD, NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

3. PATENTS

- a. GE warrants that the goods sold hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, GE shall defend, or may settle, at its expense, any suit or proceeding against the Customer based on a claimed infringement which would result in a breach of this warranty, and GE shall pay all damages and costs awarded therein against the Customer due to such breach. In case any goods are in such suit held to constitute such an infringement and the use for the purpose intended of said goods is enjoined, GE shall, at its expense and option, either procure for the Customer the right to continue using said goods, or replace same with noninfringing goods, or modify same so they become noninfringing, or remove the goods and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by the Customer. The foregoing states the entire liability of GE for patent infringement.
- b. The preceding paragraph a. shall not apply to any goods specified by the Customer and not of GE manufacture, or manufactured to the Customer's design, or to the use of any goods furnished hereunder in conjunction with any other goods in a combination not furnished by GE as a part of the transaction. As to any such goods, or use in such combination, GE assumes no liability whatsoever for patent infringement and the Customer will hold GE harmless against any infringement claim arising therefrom.

4. EXCUSABLE DELAYS

- a. GE shall not be liable for delay due to: (1) causes beyond its reasonable control, or (2) acts of God, acts of the Customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay.
- b. In the event GE is delayed by acts of the Customer or by prerequisite work by other contractors or suppliers of the Customer, GE shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

5. SALES AND SIMILAR TAXES

In addition to the price specified herein, the Customer shall pay, or reimburse GE for, the gross amount of any present or future sales, use, excise, value-added or other similar tax applicable to the price, sale or furnishing of any services or goods hereunder, or to their use by GE or the Customer, or the Customer shall provide GE with evidence of exemption acceptable to the taxing authorities.

6. PAYMENTS AND FINANCIAL CONDITION

- a. Pro rata payments shall become due as shipments are made or as work is completed. If GE consents to delayed shipments of goods, payment shall become due on the date when GE is prepared to make shipment. All payments shall be made without set-off for claims arising out of other sales by GE.
- b. If the financial condition of the Customer at any time does not, in the judgment of GE, justify continued performance on the terms of payment previously agreed upon, GE may require full or partial payment in advance or shall be entitled to terminate the contract and receive

Read the first time in full and on motion by Burns,
seconded by Dalmais, and duly adopted, read the second time by
title and referred to the Committee on City Plan (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building,
Fort Wayne, Indiana, on _____, the _____, day
of _____, 19_____, at _____ o'clock _____ M., E.S.T.

DATED: 6-12-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns,
seconded by Dalmais, and duly adopted, placed on its
passage. PASSED LOST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
<u>TOTAL VOTES</u>	<u>7</u>			<u>2</u>
<u>BRADBURY</u>				<u>✓</u>
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>				<u>✓</u>
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 6-26-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-151-90
on the 26th day of June, 1990,

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

ATTEST SEAL
Stander S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 27th day of June, 1990,
at the hour of 1:30 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day of June,
1990, at the hour of 4:00 o'clock P.M., E.S.T.

P. Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. OFLP206 for appraisal test for Plant No. 3, G.E. double ended substation, transformers, and medium voltage switches for the Filtration Plant. The cost reflects the most responsive vendor.

J-90-06-22

EFFECT OF PASSAGE: Material and labor to appraise, test, clean, perform minor adjustments where necessary and lubricate the Plant No. 3, substation. This is part of the 1990 CIP (item #24, electrical upgrade) as approved by Council in the rate increase. This is specialized work and should be performed by Manufacturer's field service.

EFFECT OF NON-PASSAGE: Unreliable electrical power service supply (interruption) that will put Filtration Plant and high service water pumping out of operation leaving the entire City of Fort Wayne without drinking water service.

MONIES INVOLVED: G E Industry \$19,250.00

PRICE AGREEMENT:

PURCHASE ORDER: Yes

SOURCE OF FUNDING: Filtration Pl 513-523-B101-4454

PRIOR APPROVAL:
(IF APPLICABLE)

DATE:

BILL NO. S-90-06-22

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving the awarding
of Reference #0FLP205 by the City of Fort Wayne, Indiana, by
and through its Department of Purchasing and GE INDUSTRY
SALES for the Water Filtration Plant

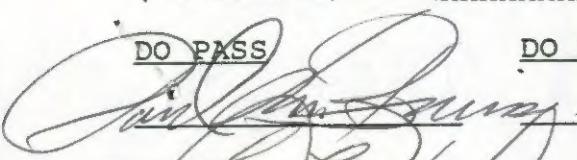
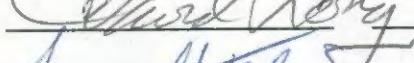
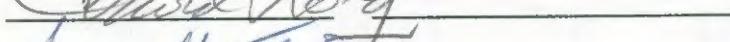
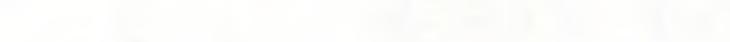
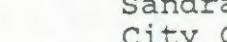
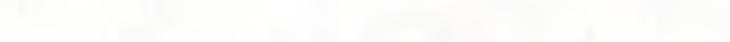
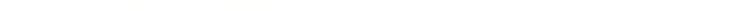
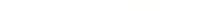
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 6-26-90.

Sandra E. Kennedy
City Clerk